

**REQUEST FOR QUOTATION**

(THIS IS NOT AN ORDER)

This RFQ ☒ is ☐ is not a small Business set-aside

Page 1 of 40

1.REQUEST NO DG1330-02-RQ-0008	2.DATE ISSUED Apr 18, 2002	3.REQUISITION/PURCHASE REQ NO. NAAD1000-2-00061	4. CERT FOR NAT. DEF. UNDER BDSA REG 2 AND/OR DMS REQ. 1	RATING
5a. ISSUED BY NOAA/OFA/ACQUISITION MANAGEMENT DIVISION CAMS SUPPORT CENTER 209 PERRY PARKWAY GAITHERSBURG MD 20877			6. DELIVERY BY (Date)	
5b. FOR MORE INFORMATION CALL (No Collect Calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule)	
NAME Mark A. Highfield MAH		Area Code 301	Telephone 258-4505	9. DESTINATION AMD00001
8. TO a. NAME		a. NAME OF CONSIGNEE CAMS SUPPORT CENTER		
b. COMPANY		b. STREET ADDRESS 209 PERRY PARKWAY SUITE 5		
c. STREET ADDRESS		c. CITY GAITHERSBURG		
d. CITY		e. STATE	f. ZIP CODE	d. STATE MD e. ZIP CODE 20877
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (DATE) Apr 26, 2002		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by Any representations and/or certifications to this Request for Quotations must be completed by the quoter.		

## 11. SCHEDULE (Indicate applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (f)	AMOUNT (f)
0001	COLLECTIONS ATTORNEY	2000	Hours	\$	\$
0002	Other Direct Costs/Travel	n/a			\$

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 Calendar Days (%)	b. 20 Calendar Days (%)	c.30 Calendar Days (%)	D. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☒ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER	b. TELEPHONE
b. STREET ADDRESS				
c. COUNTY				
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 18 (Rev. 6/95)

**B SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONTRACT TYPE**

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.216-70	Contract Type	March 2000

This is a Time and Materials (T&M) type simplified acquisition for the provision of legal services for the National Oceanic and Atmospheric Association (NOAA) Office of General Counsel for Enforcement and Litigation, located in Silver Spring, Maryland. The period of performance for this order is for one year from the date of execution of the order.

B.1.2 This requirement is set-aside for small business.

**B.2 T&M CEILING**

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.216-73	Ceiling Price	March 2000

The ceiling price of this purchase order is \$\_\_\_\_\_. The contractor shall not make any expenditures nor incur any obligations in the performance of this purchase order which exceed the ceiling price specified herein, except at the contractor's own risk.

B.2.2 This is a T&M purchase order and, as such, the contractor shall only be paid for actual hours worked.

**B.3 Fixed Labor Rates**

B.3.1 The fixed labor rates applicable to this purchase order are identified in paragraph B.4, Line Items, and are subject to the conditions of Federal Acquisition Regulation (FAR) Clause 52.232-7, Payments Under Time-and-Material and Labor-Hour Contracts. The Government will not enforce the withhold provision of part (a)(2) of FAR Clause 52.232-7.

B.3.2 "Direct Labor Hours" are those productive hours expended by Contractor personnel in performing work under this purchase order that are charged as direct labor under the contractor's established accounting policy and procedures. The term does not include sick leave, vacation, holiday leave, military leave, or any type of administrative leave and does not include direct labor hours provided under level-of-effort subcontracts.

B.3.3 If at the end of the purchase order term, the Contractor has provided less than the number of direct labor hours specified in paragraph B.4 below, the T&M ceiling of this purchase order will be reduced accordingly and excess funds deobligated.

#### B.4 LINE ITEMS

<u>Line Item</u>	<u>Description</u>	<u>Labor Hours</u>	<u>Hourly Rate</u>	<u>Extended Amount</u>
0001	_____	2000	_____	\$_____
0002	Other Direct Costs/Travel	n/a		\$1,000.00

#### B.5 GOVERNMENT PROVIDED COST INFORMATION

To ensure fair competition, the anticipated number of hours and the anticipated amount of other direct costs have been provided by the Government. Offerors are required to identify a labor category and propose a fixed hourly rate.

### C SECTION C - STATEMENT OF WORK

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.211-70	Statement of Work/Specifications	March 2000

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the Statement of Work in this Section C.

#### C.1 BACKGROUND

The U.S. Department of Commerce/National Oceanic and Atmospheric Administration (NOAA) General Counsel for Enforcement and Litigation (GCEL) has a requirement for contract services of an attorney with a background in finance and/or collection matters. It is anticipated that this requirement will be awarded for a period of 12 months.

In its 1997 audit of NOAA's FY1996 financial statements, KPMG made certain findings and recommendations requiring changes in the procedures used by NOAA's GCEL in its collection work. In response to the findings and recommendations, GCEL and NOAA Finance (Finance) worked together to develop procedures that would result in Finance assuming all financial responsibility for accounting, billing, and collecting civil monetary penalties for cases where a

legally enforceable debt exists. Procedures were designed to ensure that legally enforceable debts are timely processed in GCEL and then referred to Finance. Cases in GCEL fall into several categories, i.e., pre-debt not referred to Finance for billing and collecting, time payments, delinquent debts, Treasury cases, and write-offs. Case file packages must be reviewed and a determination must be made as to which procedures to follow to resolve debt processing in a timely and accurate manner. Satisfying these procedures is necessary for NOAA to achieve an unqualified audit from KPMG. Current staff is insufficient to process all collection work in a timely manner.

## C.2 PLACE OF PERFORMANCE

Work shall be performed primarily at the following location:

NOAA/GCEL  
8484 Georgia Avenue  
4<sup>th</sup> Floor - Suite 400  
Silver Spring, Maryland 20910

At the COTR's direction, work may also be performed at other NOAA or Department of Commerce offices in the Washington, DC metropolitan area. Any work performed outside the Washington, DC metropolitan area must be approved by the Contracting Officer (CO) in advance of the change in duty station.

## C.3 GENERAL WORK REQUIREMENTS

The Contractor shall assist GC staff (located in Gloucester, MA, St. Petersburg, FL, Long Beach, CA, Seattle, WA, Juneau, AK, and Silver Spring, MD) with meeting obligations as stated in *Compendium of Debt Processing Guidelines and Procedures for Collection of Civil Monetary Penalties*. The Contractor shall:

- (1) Review and assess cases for valid debt, availability of debtor information, collection efforts to date, final disposition of seized proceeds, and likelihood of collection success;
- (2) Follow proper procedures and guidelines prior to referral of cases to NOAA Finance;
- (3) Incorporate necessary procedures for GCEL action, including corresponding Enforcement Management Information System (EMIS) entries;
- (4) Utilize standard forms and EMIS reports to ensure consistent submissions of cases to Finance;
- (5) Identify other ways to evaluate what/how frequently dollar amounts of cases are being sent to or returned from NOAA Finance;
- (6) Help modify assessment, settlement, and collection practices to increase percentage of full payment; and
- (7) Help negotiate new settlement agreements and payment schedules for delinquent cases..

#### C.4 SPECIFIC WORK REQUIREMENTS

The Contractor shall:

- (1) Review, research, and track actions of cases;
- (2) Document basis for recommended debt processing actions;
- (3) Review files and take action within ten business days when cases are returned by Finance due to non-payment, inaccurate payment, or other reasons;
- (4) Notify Finance, case attorney, or GCEL of final actions taken on cases within ten business days;
- (5) Return to Finance, within ten business days, cases sent back to the regional office for corrections;
- (6) Coordinate efforts to develop a tickler system to ensure timely identification of delinquent, legally enforceable debts;
- (7) Act as a liaison between GCEL and other contractors in the development of a tickler system and a program to calculate interest and payments amounts;
- (8) Prepare two reports at 6 month intervals which include a comparison of new data to past data. These reports shall cover data through the end of the second and fourth quarters of the Government fiscal year.
- (9) The Contractor shall provide written monthly reports to the Government on the status of the Program, including accomplishments during the previous month, action items to be accomplished in the upcoming weeks, and any problem matters or areas.

#### C.5 QUALIFICATIONS OF PERSONNEL

All contractor personnel must:

- (1) Possess a J.D. degree and have passed the bar;
- (2) Possess knowledge of legal terms and references;
- (3) Possess and have knowledge of financial terms and applications;
- (4) Possess and have knowledge of collections procedures and terminologies;
- (5) Be familiar with computer software applications; and
- (6) Possess good oral and organizational skills, and be adept at communicating the Government's viewpoints.

#### C.6 PROPRIETARY INFORMATION

The Government and the contractor shall exchange such technical data and other information as is reasonably necessary for each to perform its obligations hereunder. Proprietary Information is defined as any information, data, or material which is conspicuously marked with an appropriate legend indicating its proprietary nature. Any written information other than that

marked as proprietary shall not be restricted as to the other party's use thereof. Each party shall prevent disclosure of proprietary information to any person or firm. Proprietary information which is exchanged may only be used for the purpose it is intended in connection with this Order. Each party agrees to keep such information in strict confidence, and to use the same efforts as are used to protect its own proprietary information. Proprietary information shall be returned upon the request of the disclosing party.

Neither party shall be liable for disclosure or use of proprietary information as provided above which:

- Has been published or is within the public knowledge at the time of its disclosure to the receiving party;
- Subsequently is developed independently by the receiving party;
- Becomes known or available to the receiving party from a source other than the disclosing party, including the Government, and without breach of this Order by the recipient;
- Becomes part of the public domain without breach of this Order by the recipient;
- Becomes available to the receiving party by inspection or analysis of products available in the market;
- Is disclosed with the written approval of the other party.

Each party shall designate in writing the individual or individuals authorized to receive proprietary information under this Order. Either party may change its designation by written notice to the other.

C.7 SECURITY PROCESSING FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE SITE (LOW AND MODERATE RISK CONTRACTS)

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.237-72	Security Processing for Contractor/Subcontractor Personnel Working on a Department of Commerce Site (Low and Moderate Risk Contracts)	March 2000

A. Security Processing Requirements

(1) U.S. Citizens Working on a DoC site

All contractor (and subcontractor) personnel proposed to work on the premises of a Department of Commerce site for 180 days or more must

undergo security processing by the Department's Office of Security (OSY) to be eligible to work on the site.

(2) Foreign Nationals (Non-U.S. Citizens)

Regardless of the anticipated length of on-site work, all foreign nationals to be employed under this contract must:

- (a) Have legal visit status with the Immigration and Naturalization Service (INS);
- (b) Have advance approval from the servicing Security Officer in consultation with the Office of Security.

B. Submittal Requirements - U.S. Citizens

(1) Duration of Onsite Work: 180 to 364 days (between 6 months and 1 year)

For individuals who will be performing on a DoC site between 180 and 364 days, the Department will perform a Special Agreement Check (SAC). The scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

The contractor must complete and submit the following form to the Contracting Officer's Technical Representative (COTR):

- Form FD-258 (Fingerprint Chart)

Copies of this form can be obtained from the COTR. Upon receipt of the FD-258, the COTR will complete form OFI 86C (Special Agreement Check) and will forward both to the operating unit Security Officer. The Security Officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation. The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

- (2) Duration of Onsite Work: 365 days (1 year) or more

Individuals proposed to perform work on a DoC site for 1 year (365 days) or more are required to have a NACI check (National Agency Check Plus Written Inquiries).

The contractor must complete and submit the following forms to the Contracting Officer's Technical Representative (COTR):

- Standard Form 85P (SF-85P, Questionnaire for Public Trust Positions; and
- Form FD-258 (Fingerprint Chart)

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the operating unit Security Officer. The Security Officer will advise the COTR whether work can commence prior to the suitability determination based on the specifics of the situation. The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

C. Submittal Requirements - Foreign Nationals

All foreign nationals proposed to work on a DoC site will be subject to a Special Agreement Check (SAC) to determine whether the foreign national has official legal status in the United States.

The Contractor must submit the following forms to the COTR for all foreign nationals proposed to work on a DoC site:

- Form FD-258 (Fingerprint Chart)
- Form OFI 86C (Special Agreement Check) with signature and authorization for release of information

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the operating unit Security Officer. The COTR will notify the Contractor of favorable findings and will notify the Contractor regarding an approved date to commence work under the contract.



D. Suitability Updates

Any individual (including foreign nationals) processed on the form OFI-86C (Special Agreement Check) who stays on the contract over 364 days will be required to have a NACI Complete suitability check to stay on the job site.

E. Notification of Disqualifying Information

If OSY receives disqualifying information on a contract employee, the Contractor upon notification of such by the Contracting Officer, must immediately remove the employee from duties which require access to DoC facilities.

Individuals may be barred from working on the premises of a facility for any of the following:

- (1) Conviction of a felony of a crime of violence or of a misdemeanor involving mortal turpitude.
- (2) Falsification of information entered on security screening forms or on other documents submitted to the Department.
- (3) Improper conduct while performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
- (4) Any behavior judged to pose a potential threat to departmental personnel or property.

Failure to comply with the requirements may result in termination of this contract. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to classified information.

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**D SECTION D - PACKAGING AND MARKING**

**D.1 DELIVERABLES**

All deliverables under this purchase order shall be marked for the appropriate recipients and delivered in accordance with Section F of this order.

**E SECTION E - INSPECTION AND ACCEPTANCE****E.1 FAR Clauses Incorporated by Reference**

<u>FAR Provision Number</u>	<u>Title</u>	<u>Date</u>
52.246-6	Inspection-Time-and-Material and Labor-Hour	May 2001

**E.2 INSPECTION AND ACCEPTANCE AT POINT OF ORIGIN**

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.246-70	Inspection and Acceptance	March 2000

The Contracting Officer or duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

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**F SECTION F - DELIVERIES AND PERFORMANCE****F.1 PERIOD OF PERFORMANCE**

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.215-70	Period of Performance	March 2000

The period of performance of this purchase order is for a period of one year from the date of execution of this order.

**F.2 DELIVERABLES**

F.2.1 The Contractor shall provide the following deliverables so that the deliverables are received on or before the required due dates:

<u>Deliverable</u>	<u>Required Delivery Date</u>
Semi-Annual Report - Comparison of New Data (through September 30, 2002) to Past Data	No later than October 31, 2002

<u>Deliverable</u>	<u>Required Delivery Date</u>
Semi-Annual Report - Comparison of New Data (through March 31, 2003) to Past Data	No later than April 30, 2003
Written Monthly Report	No later than the 10th of each month for the preceding month

F.2.2 The Contractor shall submit copies of all deliverables as follows:

<u>Recipient</u>	<u>Required Quantity</u>
Technical Point of Contact	1 Complete Copy
Contracting Officer	1 Complete Copy
Contract Specialist	1 Complete Copy

F.2.3 The Government will provide written feedback on the semi-annual reports and progress reports to the contractor within four weeks of receiving the deliverables. The feedback should address the content and format of the submitted material, suggestions for improvement and any changes that the Government would like implemented.

F.2.4 The Contractor shall provide additional copies upon request.

F.2.5 All deliverables provided under this purchase order become the property of the U.S. Government.

F.2.6 The electronic versions of all word processing deliverables submitted to the Government whether draft, interim, or final submissions, shall be submitted in Microsoft Word.

## **G SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACTING OFFICER'S AUTHORITY**

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.201-70	Contracting Officer's Authority	March 2000

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and not withstanding any provisions contained elsewhere in

this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

## G.2 TECHNICAL POINT OF CONTACT

G.2.1 \_\_\_\_\_ is hereby designated as the Contracting Officer's Technical Point of Contact. The Technical Point of Contact may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the purchase order. The Technical Point of Contact is located at:

*Address:* <To be determined at award>

*Phone:*

*E-mail:*

G.2.2 The responsibilities and limitations of the Technical Point of Contact are as follows:

- (1) The Technical Point of Contact is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The Technical Point of Contact is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the purchase order.
- (2) The Technical Point of Contact is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the purchase order price, terms, or conditions. Any contractor requests for changes shall be referred to the Contracting Officer. No such changes shall be made without the expressed prior authorization of the Contracting Officer.

G.2.3 The Technical Point of Contact is responsible for: receiving all deliverables; inspecting and accepting supplies or services provided hereunder in accordance with the terms and conditions of this purchase order; providing direction to the contractor, which clarifies the purchase order effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding to the Contracting Officer.

### G.3 OVERTIME

- G.3.1 Overtime is defined as work hours incurred during the Contractor's pay period in excess of the total number of Government work hours, calculated at 8 hours/day for all Government work days, occurring during that same period.
- G.3.2 Legal holidays and other planned or unplanned Government closures are not Government work days and shall not be included in the above overtime calculation.
- G.3.3 The COTR will determine the need for overtime based on (1) the needs of the Government team for emergency support; or (2) priority tasks that cannot be completed within regular work hours and days, (e.g. completing testing of a software release by a given date). The COTR will work with other Government managers and the Contractor in making this determination. This will be communicated to the Contracting Officer (CO) with a request for approval.
- G.3.4 Approval from the CO is required before overtime hours can be worked. Only the CAMS COs may authorize overtime.
- G.3.5 No premium rate is paid for overtime hours.

### G.4 OTHER DIRECT COSTS

The contractor may not incur or invoice Other Direct Costs without prior approval of the COTR. The contractor shall invoice such authorized Other Direct Costs with no overhead or other mark-up in price.

### G.5 TRAVEL EXPENSES

All travel performed under this contract shall be conducted and billed in accordance with the Federal Travel Regulation (FTR).

### G.6 INVOICE REQUIREMENTS

- G.6.1 The Contractor shall submit monthly invoices to the Technical Point of Contact on a timely basis and shall deliver those invoices no later than fifteen (15) calendar days after the close of an invoicing period, which is monthly.

G.6.2 Structure of Invoices:

G.6.2.1 To constitute a proper invoice, the invoice shall include the following information:

G.6.2.1.1 Name and address of contractor.

G.6.2.1.2 Invoice date.

G.6.2.1.3 Purchase order number.

G.6.2.1.4 Description of billed item, date of delivery, or period of performance for services, and supporting documents, including subtask number and name.

G.6.2.1.5 Name and address of responsible official to whom payment is to be sent.

G.6.2.1.6 Name, signature, title, phone number and mailing address of contractor's official authorized to provide it.

G.6.2.1.7 Sequential invoice numbering under the purchase order..

G.6.2.2 In order to ensure payment, proper invoice approvals must be obtained. Therefore, the following signature blocks shall be included on the invoice.

Reviewed by:

\_\_\_\_\_  
Technical Point of Contact

\_\_\_\_\_  
(Date)

Approved by:

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
(Date)

G.6.2.3 To extent possible, the information required in paragraphs G.6.2.1 and G.6.2.2 above shall be limited to one page. This does not include supporting documentation.

### G.6.3 Supporting Documentation

- G.6.3.1 The Contractor shall submit time records that are kept on an hourly and partial hourly basis and, for each entry, identify the work performed under the purchase order.
- G.6.3.2 Failure to do so shall constitute grounds for non-reimbursement of that portion of time not accounted for.
- G.6.3.3 All invoices shall include this supporting documentation in order to render them properly payable.

### G.6.4 Submission of Invoices

- G.6.4.1 Invoices shall be submitted in an original and three copies. The original must be clearly marked and all four documents must contain an original signature.
- G.6.4.2 Invoices shall be submitted to the Technical Point of Contact who is hereby designated as the billing office. The address is:

*<To be determined at award>*

- G.6.4.3 The 30-day period for purposes of implementing the Prompt Payment Act will commence after receipt and acceptance of the goods or services by the Government and the receipt of a proper invoice by the Technical Point of Contact.
- G.6.4.4 Payment will be made by:

NOAA Finance Center  
20020 Century Blvd  
Germantown, MD 20874

## G.7 METHOD OF PAYMENT

- G.7.1 Payments under this purchase order will be made by wire transfer through the Treasury Financial Communications System at the option of the Government.

G.7.2 The Contractor shall forward the following information in writing to the Contracting Officer not later than seven (7) days after notice of award:

G.7.2.1 Full name, title, telephone number, and complete mailing address of responsible official(s):

G.7.2.1.1 to whom payments are to be sent, and

G.7.2.1.2 who may be contacted concerning the bank account information requested below.

G.7.2.2 The following bank account information is required to accomplish wire transfers:

G.7.2.2.1 Name, address, and telegraphic abbreviation of the receiving financial institution.

G.7.2.2.2 Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System).

G.7.2.2.3 Recipient's name and account number at the receiving institution to be credited with the funds.

G.7.2.2.4 If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

G.7.2.2.4.1 Address and telegraphic abbreviation of the correspondent financial institution.

G.7.2.2.4.2 The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

G.7.2.3 Any changes to the information furnished under paragraph G.7.2.2 of this clause shall be furnished to the Contracting Officer in writing at least



30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

- G.7.2.4 The document furnishing the information required in paragraph G.7.2.2 must be dated and contain the signature, title and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and purchase order number.

## G.8 REPRODUCTION OF MATERIALS

The Contractor shall use the Government facilities for reproduction of materials unless the COTR and CO approves, in advance, the use of an outside copy service.

## G.9 CONTRACT VALUE

The Time-and-Materials ceiling amount of this purchase order is \$\_\_\_\_\_.

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## H SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 KEY PERSONNEL

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.237.73	Key Personnel	March 2000

H.1.1 The Government hereby identifies \_\_\_\_\_ as key personnel.

H.1.2 The Contractor shall make no diversion of key personnel without the Contracting Officer's written consent.

H.1.3 The personnel listed above are considered essential to the work being performed under this purchase order. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) provide a detailed explanation of the circumstances necessitating the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution.

H.1.4 The COTR and Contracting Officer will evaluate such requests and promptly notify the contractor of approval or disapproval in writing. All proposed substitutions shall be determined by the Department of Commerce to have qualifications and job status equivalent to the person being replaced or consideration shall be granted and the contract price or rates may be equitably adjusted.

H.1.5 The personnel shown above may, with the consent of the contracting parties, be amended from time to time during the course of the purchase order to add or delete personnel.

## H.2 APPROVAL OF CANDIDATES

The Government reserves the right to review resumes and verify the qualifications of all prospective employees. The Contractor shall not provide employees that have not been approved by the Government.

## H.3 TRANSITION OF PERSONNEL

H.3.1 The Contractor shall provide continuity of support. The Government expectation is that all personnel, based on their experience, education, and other qualifications, shall remain working until all work under this purchase order is completed. When personnel must be transitioned, it is the responsibility of the contractor to provide a "seamless" transition that ensures, to the extent reasonably possible, minimal disruption of work, including timeliness and quality.

H.3.2 The Contractor shall provide the Government with one month notice of any pending transition. The parties shall then negotiate an appropriate response to that transition.

## H.4 LEGAL HOLIDAYS

H.4.1 The following Federal legal holidays are observed under this purchase order.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

H.4.2 The Government reserves the right, with or without advance notice, to close Government facilities on dates in addition to the above identified legal holidays. The causes of such closures include, but are not limited to, Presidential order, weather-related closures, and Government-mandated closure of specific facilities housing Government employees and contractors. This is a T&M purchase order and, as such, the contractor shall only be paid for actual hours worked.

## H.5 DISCLOSURE OF INFORMATION

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.209-72	Restrictions Against Disclosure	March 2000
a.	Any information made available to the Contractor by the Government ("Government Furnished Information") shall only be used for the purpose of carrying out the provisions of this contract and shall not be divulged, used, published, transmitted or made known in any matter to any person except as may be necessary in the performance of the contract or as expressly authorized by the Contracting Officer.	
b.	In performance of this contract, the Contractor shall protect the confidentiality of its own proprietary and confidential information of like kind. Access to Government Furnished Information shall be restricted to personnel engaged in a use permitted hereby.	
c.	Nothing in this clause shall prohibit or limit the Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which was not, to the Contractor's knowledge, under an obligation to the Government not to disclose such information, or (iv) which is or becomes publically available through no breach by the Contractor of this contract. Further, nothing in this clause expands, limits, or modifies the rights or obligations of the Government or Contractor (i) set forth in FAR 52.227-12, incorporated elsewhere in this contract by reference, with respect to subject inventions (as the term is defined in FAR 52.227-12), or (ii) with regard to any data (as that term is defined in FAR 52.227-14) not first produced in the performance of this contract, except as a result of violating the prohibition on incorporating Government Furnished Information into any such data as specified in paragraph a. above.	
d.	Each officer or employee of the Contractor to whom any Government Furnished Information may be made available or disclosed shall be notified in writing by the Contractor that Government Furnished Information disclosed to such officer or	

employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such Government Furnished Information, by any means, for a purpose or to an extend unauthorized herein, may subject the offender to criminal sanctions imposed by Title 18 U.S.C., Chapter 31, Section 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use of gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisonment up to ten years, or both.

- e. The Contractor shall include this clause (paragraphs a. through e. inclusive) in all subcontracts awarded under this contract so that these terms will be binding upon each subcontractor.

#### H.6 ORGANIZATIONAL CONFLICT OF INTEREST

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.209-71	Organizational Conflict of Interest	March 2000

- H.6.1 The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- H.6.2 The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer, This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- H.6.3 Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

H.6.4 The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph H.5, in any subcontract or consultant agreement hereunder.

#### H.7 COORDINATION WITH GOVERNMENT/OTHER CONTRACTOR PERSONNEL

In performance of the above requirements, the Contractor shall serve in an advisory role to the Government. The Contractor shall not direct changes to Government plans, requirements, or actions. The Contractor shall not direct changes to the requirements or work efforts of other Government contractors or present recommendations directly to such Contractors. The Contractor may recommend changes or provide other input as appropriate to or through the appropriate Government technical and procurement representatives.

#### H.8 DUPLICATION OF EFFORT

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.231-70	Duplication of Effort	March 2000

The Contractor hereby certifies that costs for work to be performed under this purchase order any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government order or subcontract it has performed or is performing which involves work directly related to the purpose of this purchase order. The Contractor also certifies and agrees that any and all work performed under this purchase order shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

#### H.9 HARMLESS FROM LIABILITY

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.233-70	Harmless from Liability	March 2000

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

**H.10 COMPLIANCE WITH THE LAWS**

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.209-73	Compliance with the Laws	March 2000

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

**H.11 GOVERNMENT PROVIDED RESOURCES AND SOFTWARE MANAGEMENT NOTICES**

H.11.1 Contractor access to Government systems is allowed only as necessary to perform under this purchase order. The Contractor shall not use the Government systems or other resources for any purpose other than those authorized under this purchase order.

H.11.2 Work space, equipment, and supplies necessary for complete of these requirements will be provided by the Government.

**I SECTION I - CONTRACT CLAUSES****I.1 FAR Clauses Incorporated by Reference**

<u>FAR Provision Number</u>	<u>Title</u>	<u>Date</u>
52.219-6	Notice of Total Small Business Set-Aside	July 1996
52.224-1	Privacy Act Notification.	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	Apr 1984

**I.2 52.213-4 Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items) (Feb 2002)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).
- (ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

- (iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) Listed below are additional clauses that apply:
  - (i) 52.232-1, Payments (Apr 1984).
  - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
  - (iii) 52.232-11, Extras (Apr 1984).
  - (iv) 52.232-25, Prompt Payment (Feb 2002).
  - (v) 52.233-1, Disputes (Dec 1998).
  - (vi) 52.244-6, Subcontracts for Commercial Items (Dec 2001).
  - (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
  - (1) The clauses listed below implement provisions of law or Executive order:
    - (i) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).
    - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246) (Applies to contracts over \$10,000).
    - (iii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246) (Applies to contracts over \$10,000).
    - (iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
    - (v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).
    - (vi) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
    - (vii) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500).
    - (viii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
    - (ix) 52.223-5, Pollution Prevention and Right-to-Know Information (Apr 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
    - (x) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (Feb 2000) (41 U.S.C. 10a - 10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-
      - (A) Is set aside for small business concerns; or
      - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

- (xi) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
  - (xii) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
  - (xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over \$25,000).
  - (ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
  - (iii) 52.247-29, F.o.b. Origin (June 1988) (Applies to supplies if delivery is f.o.b. origin).
  - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>
- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights-
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common



carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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## **J SECTION J - List of Attachments**

There are no attachments to this document.

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## K SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 FAR Provisions Incorporated in Full Text

K.1.1	<u>FAR Provision Number</u>	<u>Title</u>	<u>Date</u>
	52.203-3	Taxpayer Identification	Oct 1998

#### (a) Definitions.

"Common Parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number(TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting purchase order is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the purchase order.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting purchase order is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### (d) Taxpayer Identification Number (TIN).

z TIN: \_\_\_\_\_.

z TIN has been applied for.

z TIN is not required because:

z Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or

business in the United States and does not have an office or place of business or a fiscal paying agent in the United States'

- z Offeror is an agency or instrumentality of a foreign government;
- z Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization.

- z Sole proprietorship;
- z Partnership;
- z Corporate entity (non tax-exempt);
- z Corporate entity (tax-exempt);
- z Government entity (Federal, State, or local);
- z Foreign Government;
- z International Organization per 26 CFR 1.6049-4
- z Other \_\_\_\_\_.

(f) Common Parent.

z Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

z Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

K.1.2	<u>FAR Provision Number</u>	<u>Title</u>	<u>Date</u>
	52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	Apr 2001

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency;

(B) Have [ ] have not [ ], within the three-year period preceding this offer, been convicted of or had a civil judgement

rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; [This language stayed indefinitely. Please use paragraph (a)(1)(i)(d) below.]

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and [This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]

(D) Have ☐ have not ☐ , within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(d) of this provision.

- (ii) (A)[This paragraph (a)(1)(ii) is stayed indefinitely.] The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A),(B), and (C) of this provision, has ☐ has not ☐ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(1) Been convicted of a Federal or state felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgement in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer, and

(iii) The offeror has ☐ has not ☐ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 10001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to purchase order award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification

required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the purchase order resulting from this solicitation for default.

(End of Provision)

K.1.3	<u>FAR Provision Number</u>	<u>Title</u>	<u>Date</u>
	52.219-1	Small Business Program Representations	May 2001

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541110 [Insert NAICS code].  
 (2) The small business size standard is \$6.0 M [insert size standard].  
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposed to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.  
 (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.  
 (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 123.1002.  
 (3)[Complete only id the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.  
 (4)[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that is ☐ is, ☐ is not a veteran-owned small business concern.  
 (5) [Complete only if the offeror represented itself as a veteran-own small business concern in paragraph (b)(4) of this provision.] the offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern"

- (1) Mean a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

## (d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.1.4	<u>FAR Provision Number</u>	<u>Title</u>	<u>Date</u>
	52.222-22	Previous Contracts and Compliance Reports	Feb 1999

The offeror represents that -

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation.
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

## L SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 FAR PROVISIONS INCORPORATED IN FULL TEXT

L.1.1	<u>FAR Provision Number</u>	<u>Title</u>	<u>Date</u>
	52.219-6	Notice of Total Small Business Set-Aside	July 1996



- (a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) General.
  - (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
  - (2) Any award resulting from this solicitation will be made to a small business concern.
- (c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

<u>L.1.2</u>	<u>FAR Provision Number</u>	<u>Title</u>	<u>Date</u>
	52.204-6	Data Universal Numbering System (DUNS) Number	Jun 1989

(a) **The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.** The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Systems.

(b) If the offeror does not have a DUNS number, it should contact Duns and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company Name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of Business.

- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfor@mail.dnb.com](mailto:globalinfor@mail.dnb.com).

[End of Provision]

L.1.3	<u>FAR Provision Number</u>	<u>Title</u>	<u>Date</u>
	52.216-1	Type of Contract	Apr 1984

The Government contemplates award of a Time and Material (T&M) purchase order resulting from this solicitation.

[End of Provision]

#### L.1.4 SERVICE OF PROTESTS

<u>CAR Clause Number</u>	<u>Title</u>	<u>Date</u>
1352.233-71	Service of Protests	March 2000

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.osc.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

CAMS Support Center  
 NOAA Procurement Office  
 209 Perry Parkway, Suite 5  
 Gaithersburg, MD 20877

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Contract Law Division--Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230.  
Attn: Jerry Walz, Esquire  
FAX: (202) 482-5858

## L.2 REQUESTS FOR CLARIFICATION OR QUESTIONS

L.2.1 Requests for clarification and questions or information concerning this RFQ shall be submitted in writing to the Contracting Officer at the address in paragraph L.4 below. All such requests should reference RFQ number DG1330-02-RQ-0008 and must be received by the Contracting Officer within 10 calendar days after issuance of the RFQ. Inquiries received after 10 calendar days will be addressed if the Contracting Officer determines that it is in the Government's best interest to do so.

L.2.2 Inquiries received from offerors in writing, as specified in paragraph a. above, will be answered by the Contracting Officer in writing and provided to all offerors, if appropriate, via an amendment to this solicitation.

## L.3 SUBMISSION OF PROPOSAL

L.3.1 It is important that the offer is sealed and the outer envelope or wrapping of the offer is addressed as follows:

CAMS Support Center  
NOAA Procurement Office  
209 Perry Parkway, Suite 5  
Gaithersburg, MD 20877  
Attn: Ms. Carol Silverman

Note: Failure to mark the outer envelope or wrapping of the offer as indicated above could cause the quote to be misdirected.

L.3.2 Quotes shall be delivered to the office cited above and also on the Standard Form(SF) 18. If offers are hand carried, they must be delivered to the physical address indicated above and contact must be made with the contracting office by the time and date specified in block 10 of the SF-18. Offerors that hand carry offers to the address above should allow extra time to comply with CAMS Support Center security procedures for access to the building.

L.3.3 Any quotes received at the above destination after the time and date specified for receipt shall be considered late.

#### L.4 ANTICIPATED AWARD DATE

The anticipated award date for this purchase order is May 13, 2002. This date is an estimates only and the Government is not obligated to award the purchase order in accordance with this date.

#### L.5 PROPOSAL PREPARATION

##### (a) General Instructions

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date, and the RFQ number.

The proposal should be typed, double-spaced, with one inch margins, using elite font, 12 pitch type (or equivalent) and printed, unreduced in size, on 8-1/2" by 11" paper, not exceeding ten (10) pages, single sided, exclusive of resumes and related corporate experience. Any pages in excess of ten (10) will be disregarded, and will not be included in the proposal evaluation.

Offerors shall submit only the information required by this section. Marketing literature, videos, catalogs, manuals, or other extraneous information, which is provided with the proposal will not be reviewed or utilized in the evaluation.

Offerors shall submit an original and two (2) copies of the written proposal. The original must be clearly marked. Please note, however, that only the original SF-18 and original

Representations and Certifications (Section K) are required and they should be filed with the original business proposal.

(b) Overall Arrangement Of Proposal

Offerors shall submit proposals in three parts:

(1) Volume 1 - Business Proposal

This portion of the proposal shall include the following documents and information in each copy of the proposal:

- (i) Originally signed Standard Form 18. The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.
- (ii) Acceptance Period - The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation which shall apply if no other period is offered.
- (iii) Offeror Representations and Certifications included in Section K of this solicitation.

(2) Volume 2 - Technical Proposal

- (i) Technical Approach. The Offeror shall prepare a written response as to how it will satisfy the work requirements in this solicitation and an outline of any difficulties or problems anticipated. The Technical Approach should clearly address each of the Technical Proposal evaluation criteria in Section M. It should be presented in as much detail as practical and include principles and techniques which may be applied in performing the work, and an explanation of the various methods considered and substantiation of those selected.
- (ii) Summary of Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation.
- (iv) Staffing Plan and Key Personnel. Offeror(s) shall:
  - Provide resumes and writing samples for personnel proposed.. Resumes should contain information on education, background, recent work experience, and specific accomplishments related to the work requirements and the qualifications of personnel in Section C.5.
  - Discuss how it envisions managing the staff and its working relationship with the Government's team.

- Address the ability/availability of management personnel to attend meetings or discussions and to participate, on-site, in problem resolution if the need arises.
- (v) Past Performance. The technical proposal must include specific contract references and clearly address recent related experience (both Government and non-Government), contracts, subcontracts, and grants. The offeror should include the name of the customer, including contracting agency, address, and phone number; contract number, type of contract, and dollar value; date of contract, period of performance, and place of performance; and a brief description of contract work scope and responsibilities.
- (3) Volume 3 - Price Proposal
- (i) Offerors must supply the labor category and hourly labor rate for hours requested in Section B, Schedule of Prices and the approach proposed in Volume 2 - Technical Proposal.
- (b) The Government expects that this purchase order will be awarded based upon adequate price competition. However in order to determine the prices are fair and reasonable, the Government reserves the right to request the offeror provide a cost breakdown to support proposed prices.

## M SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 BASIS OF AWARD

<u>CAR Provision Number</u>	<u>Title</u>	<u>Date</u>
1352.215-77	Evaluation Utilizing Simplified Acquisition Procedures	Mar 2000

M.1.1 The Government will award a purchase order or delivery order resulting from this solicitation to the responsible offeror whose quotation conforming to the solicitation results in the best value to the Government, price and other factors considered. The following will be used to evaluate quotations:

- M.1.1.1 Personnel Qualifications  
Provide resumes and level of experience in similar projects of key personnel proposed;

- M.1.1.2      Technical Capability  
Provide sufficient information to demonstrate ability to meet Government requirements. Address proposed management of program and plans to provide seamless support;
- M.1.1.3      Past Performance  
Provide list of contacts, including phone numbers, to conduct firm's past performance in successfully accomplishing activities similar to those identified in the Statement of Work (SOW); and
- M.1.1.4      Price

M.1.2    Award will be made to the responsible and technically acceptable Offeror whose proposal provides the greatest overall benefit (i.e. best value) to the Government, price and other factors considered.

M.1.3    Greatest overall benefit will be determined by comparing the value of the differences in the technical proposal with the differences in cost to the Government.

M.1.4    After making this comparison, the Government may award to other than the lowest quote or other than the highest technically acceptable offer.

## M.2    DISCUSSIONS

The Government may conduct discussions with the Offerors. If conducted, the discussions may include all aspects of the proposal and proposed key personnel may be required to attend. At any point in the evaluation process the Government may communicate with Offerors.

## M.3    AWARD ON INITIAL PROPOSALS

The Government may not conduct discussions and may choose to award on the basis of the initial quote. Therefore, each Offeror should ensure that its initial proposal constitutes its best offer in terms of both cost and the technical solutions being proposed.

## M.4    OTHER INFORMATION MADE AVAILABLE FOR EVALUATION

In conducting the evaluation of the proposals, the DOC/NOAA reserves the right to utilize all information available at the time of evaluations. The DOC/NOAA may rely on information contained in its own records (such as Government audit agencies), information made available through reference checks, information available through commercial sources (such as Dun and Bradstreet Reports) and information publicly available (such as articles contained in

periodicals). If information obtained through independent sources substantially disagrees with the Offeror's proposal, the DOC/NOAA will provide the Offeror an opportunity to address the inconsistencies during discussions and negotiations.

#### M.5 PRICE ANALYSIS

FAR 15.404-1(b) prescribes the use of one or more of the following techniques to perform price analysis:

- Comparison of proposed prices received in response to the solicitation.
- Comparison of previously proposed prices with current proposed prices for the same or similar items.
- Use of parametric estimating methods/application of rough yardsticks to highlight significant inconsistencies that warrant additional pricing inquiry.
- Comparison with competitive published price lists, published market prices or commodities, similar indexes, and discount or rebate arrangements.
- Comparison of proposed prices with independent Government cost estimates.
- Comparison of proposed prices with prices obtained through market research for the same or similar items.
- Analysis of pricing information provided by the offeror.

Price Analysis will be used as the basis for determining price reasonableness.